

PATENT ASSIGNMENT

WHEREAS, Carl Zeiss Jena GmbH, having its registered office at Carl-Zeiss-Promenade 10, 07745 Jena, Germany, and Carl Zeiss MicroImaging, Inc., having its principal place of business at One Zeiss Drive, Thornwood, New York (hereinafter, collectively, "Assignors"), are the owner of the Patents referred to below; and

WHEREAS, Cellomics, Inc., having its registered office at 100 Technology Drive, Pittsburgh, PA 15219 (hereinafter "Assignee"), and Carl Zeiss MicroImaging, Inc. are parties to a certain Agreement and Plan of Merger, dated as of August 3, 2005 and, in conjunction with such Agreement, Assignee is to acquire all right, title, and interest in and to the Patents as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee the entire right, title and interest in and to the patents and patent applications listed on SCHEDULE 1 annexed hereto throughout the world and the inventions and designs covered thereby, including the right to claim priority and the right to any continuation, division, or substitute application thereof and the right to any reissue, restoration, extension or reexamination of any patent thereof, subject to all existing licenses with respect thereto, including, without limitation, the Patent License Agreement by and between Carl Zeiss MicroImaging, Inc. and Cellomics, effective as of August 30, 2005, and all liens, claims and encumbrances thereon, including, without limitation, those liens, claims and encumbrances identified in SCHEDULE 1 annexed hereto (the "Patents"), the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which the Patents have been or will be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignors agree that when requested by Assignee they will, at the sole cost and expense of Assignee, execute all documents necessary or desirable to properly vest full right, title and interest in and to the Patents in the name of Assignee or to obtain, maintain, issue or enforce said Patents.

IN WITNESS WHEREOF, Carl Zeiss Jena GmbH and Carl Zeiss MicroImaging, Inc. have caused this Patent Assignment to be executed and delivered this 31st day of August, 2005, to be effective as of August 31, 2005.

Carl Zeiss Jena GmbH

By [Signature]

Title: Exp+GM Microscopy

i.v. [Signature]

Carl Zeiss MicroImaging, Inc.

By _____

Title: _____

IN WITNESS WHEREOF, Carl Zeiss Jena GmbH and Carl Zeiss MicroImaging, Inc. have caused this Patent Assignment to be executed and delivered this 31st day of August, 2005, to be effective as of August, 31, 2005.

Carl Zeiss Jena GmbH

By _____

Title: _____

Carl Zeiss MicroImaging, Inc.

By [Signature]

Title: Vice President Finance

SCHEDULE 1

1. PATENTS AND PATENT APPLICATIONS

Country	Filing Date	Serial No	Title/Inventors	Status
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Multi-parametric toxin assays: Arrays

United States	7/21/2000	09/624,131	Kapur and Giuliano, Miniaturized Cell Array Methods and Apparatus fro Cell-Based Screening	Pending
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